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Of Attorneys for Debtor-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re) Case No. 09-34880-elp11
)
Teufel Nursery, Inc.,)
)
) MOTION FOR INTERIM ORDER
) AUTHORIZING USE OF CASH COLLATERAL
) OF DEBTOR-IN-POSSESSION AND
) GRANTING ADEQUATE PROTECTION AND
) REQUEST FOR PRELIMINARY HEARING
Debtor-in-Possession.) **(Expedited Hearing Requested)**

Debtor-in-Possession Teufel Nursery, Inc., ("Debtor"), pursuant to Sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 4001, and LBR 4001-1(c), moves the Court for entry of an interim order authorizing use of cash collateral as defined by §363(a) of the Bankruptcy Code ("Cash Collateral"), and, in support, represents and states as follows:

On June 24, 2009, Debtor commenced a reorganization case by the filing of a voluntary petition under Chapter 11 of the United States Bankruptcy Code. Pursuant to §1107 and §1108 of the Code, Debtor is continuing in possession of its property and is operating and managing its business as a debtor-in-possession.

DEBTOR'S BUSINESS:

Debtor is a corporation headquartered in Portland, Oregon. Debtor operates nurseries in three locations: Portland, Oregon; Kent, Washington and McCall, Idaho, providing to the public premium quality plant materials, specialized tools and complete landscape services by its professionals.

PARTIES WITH POTENTIAL INTERESTS IN CASH COLLATERAL:

The following entities may claim a lien in the Cash Collateral based upon UCC financing statements on file with the Oregon Secretary of State:

Creditor Name & Address	UCC No. & Recording Date	Collateral Description
Textron Financial Corporation 4949 SW Meadows Rd #500 Lake Oswego, OR 97035 fka Systran Financial Services Corporation 4949 SW Meadows Rd #500 Lake Oswego, OR 97035	585866 04/30/02 585866-1* 07/02/02 585866-2* 11/17/06 585866-3* 11/21/06 585866-4* 04/20/07	Blanket security interest in all cash collateral.

*Indicates an Amendment to the UCC filing.

According to Debtor's records, the amounts owed to the UCC Lien Creditors are as follows:

Textron Financial Corporation, fka Systran Financial Services Corporation (Line of Credit)	\$4,854,691.20
Textron Financial Corporation, fka Systran Financial Services Corporation (Term Note)	\$628,333.00

Other than the liens noted above, Debtor is not aware of any parties holding an interest in Cash Collateral.

To preserve the value of Debtor as a going concern, Debtor requires the use of cash generated from its business to pay its operating expenses, including wages of its employees.

In order to formulate a plan of reorganization, Debtor requires the use of Cash Collateral for the payment of wages, salaries and operating expenses. Debtor proposes to use Cash Collateral of \$7,477,010 on the terms set forth in the proposed Interim Order Authorizing Use of Cash Collateral attached hereto as **Exhibit A**. Debtor's projected 31-day and 96-day operating expense budgets are attached to **Exhibit A** marked **Exhibits 1 and 2**, respectively (collectively, the "Budget"). Such Cash Collateral includes, but is not limited to, any uncashed checks made payable to the Debtor and/or electronic funds in transit.

Debtor has made reasonable efforts to secure alternative financing. Debtor is unable to obtain necessary financial accommodations for the expenses shown in **Exhibits 1 and 2** from any source.

After reasonable efforts, Debtor is unable pursuant to §364(a) or (b) of the Bankruptcy Code, to obtain unsecured credit allowable under §503(b)(1) of the Code as an administrative expense.

Allowing Debtor to use Cash Collateral on the terms set forth in the proposed Interim Order Authorizing Use of Cash Collateral attached hereto as **Exhibit A** will preserve Debtor's going concern value, maximize the value of the Debtor's assets for the estate, will increase the probability of successful reorganization, and is in the best interests of the creditors and this estate.

Without the use of Cash Collateral, Debtor has insufficient funds to meet its expenses as itemized in **Exhibits 1 and 2**. Debtor has an immediate need for Cash Collateral to pay its payroll and other operating expenses and provide deposits to utilities as needed under 11 USC § 366 all of which will preserve the value of its business.

Debtor will suffer immediate and irreparable harm in that profits will be significantly reduced or eliminated and the value of the estate will be substantially diminished if Debtor is not permitted to use the Cash Collateral of \$7,477,010 on an interim basis, in the amounts and for the purposes set forth in the Budget, to meet its necessary and ordinary course post-petition operating expenses prior to the time prescribed by FRBP 4001(b)(2) for a final hearing on Debtor's motion for authority to use Cash Collateral.

The proposed order on this motion does not contain any of the "disfavored provisions" listed in LBF 541.7.

PROPOSED TERMS OF CASH COLLATERAL ORDER:

Debtor further proposes that its authority to use Cash Collateral be limited to the cumulative amounts and uses of Cash Collateral as set forth in the Budget; provided however, that Debtor may make expenditures in excess of the amounts specified in the Budget subject to the limitation that the aggregate budget variance shall not exceed ten percent (10%) of the total projected expenditures under the Budget for that Budget period.

PROPOSED ADEQUATE PROTECTION:

Notwithstanding anything to the contrary contained in Section 552(a) of the Code, as adequate protection for, and to secure payment of, an amount equal to the aggregate diminution (from the petition date) in the value of the property of Debtor to which any of the liens of the parties identified herein shall have attached, and as security for and an

inducement to said parties to permit use of Cash Collateral, Debtor proposes to grant to each of them the following protection:

- a. A replacement lien on all of the post-petition property in which each of them has a pre-petition lien or security interest. The replacement liens shall have the same relative priority vis-à-vis one another as existed on the petition date with respect to the original liens.
- b. Each party granted a replacement lien herein shall be granted relief from the automatic stay to take all actions which may be required under federal or state law in any jurisdiction to validate or perfect the liens so granted.
- c. Debtor shall timely perform and complete all actions necessary and appropriate to protect said parties' collateral against diminution in value.

No other adequate protection is necessary due to the fact that Textron Financial Corporation holds collateral having an equity cushion of approximately five times the amount owed by Debtor as follows:

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Description	Value of Textron's Collateral - Teufel Nursery, Inc.'s Assets
Cash	\$171,000.00
ARs *	\$7,740,000.00
Inventory	\$3,500,000.00
Equipment	\$3,000,000.00
Subtotal	\$14,411,000.00
Less Liens Against the above Having Priority over Textron	(\$287,000.00)
Subtotal	\$14,124,000.00
Plus Miller Road Real Estate Collateral (Owned by Teufel Holly Farms, Inc.)	\$20,000,000.00
Subtotal	\$34,124,000.00
Less Umpqua Bank's First Position on Miller Road	(\$3,300,000.00)
Textron's Net Equity on its \$4.5 million debt	\$30,824,000.00

*(Face value of ARs = \$9,140,000.00 less allowance for uncollectibles
of \$1,400,000.00 = \$7,740,000.00)

A significant equity cushion is in and of itself sufficient adequate protection to support a Debtor's request or use of cash collateral. The Ninth Circuit Appellate Panel has found that adequate protection existed where an 11.45% equity cushion existed: See In re Boulders on the River, Inc., 164 B.R. 99 (9th Cir. B.A.P. 1994). Nor is there any prohibition about selling and using a secured creditor's collateral so long as the secured creditor is adequately protected by the existence of other collateral. See, Coventry Commons, 149 B.R. at 114., where the Court stated:

"This Court begins with the proposition, affirmed by the District Court in this case, that under § 363, a debtor is entitled to use property in which a creditor has a security interest if that interest is adequately protected. 11 U.S.C.

§ 363 (1989). This unremarkable principle applies both pre-confirmation and post-confirmation. If the mere fact that the debtor's property was subject to a security interest meant that it had to be used to pay off the secured creditor's claim, there would be no Chapter 11. All secured property would have to be surrendered to the secured creditor in payment of the debt. Indeed, potential debtors would have substantial difficulty in obtaining counsel if the debtor were required to pay an undersecured creditor all of its available cash. The Court concludes that such cannot be the law, and to the extent that Travelers argues that all of its collateral, even its cash collateral, must be used to pay its debt, the Court rejects that argument. The Court specifically rejects Travelers' contention that United Sav. Ass'n v. Timber of Inwood Forest Assocs., 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988) requires such an absurd result. Coventry Commons, 149 B.R. at 114.

Here, Textron Financial Corporation has roughly a 500% equity cushion which more than adequately protects Textron Financial Corporation for any risk of loss associated with the use of cash collateral.

NOTICE:

No creditors' committee under §1102 of the Code has yet been appointed by the U.S. Trustee, but Debtor has given notice, as required by Bankruptcy Rule 4001, of this motion or pending requisite notice of such motion.

WHEREFORE, Debtor moves for:

1. An Interim Order Authorizing the Use of Cash Collateral on the terms set forth in **Exhibit A** attached hereto and Granting Adequate Protection.
2. An Order setting a preliminary hearing on this motion upon such notice as the Court may direct pursuant to Bankruptcy Rule 4001(b)(3) to authorize the expenditures set forth on **Exhibits 1 and 2** to this motion.
3. That the Order and each of its terms shall be effective immediately upon entry by the Court and the automatic stay of judgment provisions of FRBP 8017(a) shall not apply;

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4. An Order setting a final hearing after notice on this Motion.

Respectfully submitted;

VANDEN BOS & CHAPMAN, LLP

By: /s/Robert J Vanden Bos
Robert J Vanden Bos, OSB #78100
Of Attorneys for Debtor-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re) Case No. 09-34880-elp11
)
Teufel Nursery, Inc.,) ORDER GRANTING MOTION FOR INTERIM
) USE OF CASH COLLATERAL OF
) DEBTOR-IN-POSSESSION AND GRANTING
) ADEQUATE PROTECTION AND REQUEST
Debtor-in-Possession.) FOR PRELIMINARY HEARING

THIS MATTER came before the Court on _____, 2009 on the motion of Debtor-in-Possession, Teufel Nursery, Inc. ("Debtor"), for interim authority to use cash collateral, due and adequate notice under the circumstances having been given, and the Court having heard the representations and argument of counsel, and being otherwise fully advised,

The Court finds that:

A. On June 24, 2009 (the "Petition Date"), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Code"). The Debtor continues in possession of its property and management of its businesses as debtor in-possession,

in accordance with 11 U.S.C. §§ 1107 and 1108. No trustee or examiner has been appointed.

B. The Court has jurisdiction over this case under 28 U.S.C. §§ 157 and 1334. Venue of this case is properly in this District under 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. §157(b), 11 U.S.C. §§ 105(a) and 363 of the Code, FRBP 4001 and LBR 4001-1(c).

C. Other than the "UCC Lien Creditors" shown in Paragraph J below, Debtor is not aware of any parties holding an interest in or lien on the cash collateral as defined in 11 U.S.C. §363(a), as the same existed on the Petition Date (the "Cash Collateral").

D. A need exists for Debtor to use the Cash Collateral to assure the continued operation of its business. Without the use of Cash Collateral, Debtor will be unable to pay, among other things, its operating expenses, including wages for its employees and utilities necessary to prevent the spoliation of its inventory.

E. To preserve the value of Debtor as a going concern, Debtor requires the use of cash generated from its business to pay its operating expenses.

F. Debtor has prepared a budget (attached as **Exhibit 1**, the "Budget") which sets forth its estimated cash needs for the period from June 24, 2009 through September 21, 2009 (the "Budget Period").

G. Without the use of Cash Collateral, Debtor has insufficient funds to meet its expenses and other payments set forth in the Budget. Debtor has an immediate need to use Cash Collateral to pay its payroll and other operating expenses and to preserve the value of its business.

H. Debtor will suffer immediate and irreparable harm if it is not permitted to

use up to \$7,477,010.00 of Cash Collateral on an interim basis, in the amounts and for the purposes set forth in the Budget, to meet its necessary and ordinary course post-petition operating expenses prior to the time prescribed by FRBP 4001(b)(2) for a final hearing for authority to use Cash Collateral.

I. This Order does not contain any of the "disfavored provisions" listed in LBF #541.7.

J. Debtor believes that the following creditors, (the "UCC Lien Creditors"), appear to have security interest/liens upon the Cash Collateral as of the petition date:

Textron Financial Corporation, fka Systran Financial Services Corporation	\$5,483,024.43 (\$4,854,691.20 credit line + \$628,333.23 term note)
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NOW, THEREFORE, it is ORDERED as follows:

CASH COLLATERAL:

1. Debtor is authorized to use Cash Collateral not to exceed \$_____ for the purposes specified in the Budget (inclusive of the \$_____ allowed in this Court's prior Order).

2. Debtor's authority to use Cash Collateral is limited to the cumulative amounts and uses of Cash Collateral as set forth in the Budget; provided however, that Debtor may make expenditures in excess of the amounts specified in the Budget subject to the limitation that the aggregate budget variance shall not exceed ten percent (10%) of the total projected expenditures under the Budget for the Budget Period.

ADEQUATE PROTECTION:

3. Notwithstanding anything to the contrary contained in 11 U.S.C. § 552(a),

as adequate protection for, and to secure payment of, an amount equal to the diminution in the value, if any, of the Cash Collateral arising from Debtor's use of the Cash Collateral post-petition, the UCC Lien Creditors are granted the following adequate protection:

i. A replacement lien on collateral of the same nature, kind and priority as existed on the Petition Date; provided, however, that such replacement lien shall not attach to avoidance or recovery actions of Debtor's estate under Chapter 5 of the Code; and provided, further, that such replacement lien shall be subject to all valid, properly perfected and enforceable liens and interests that existed as of the Petition Date (such property on which the replacement lien shall attach being referred to herein as the "Replacement Collateral").

ii. The interests of the UCC Lien Creditors in the Replacement Collateral shall have the same relative priorities as the liens held by them as of the Petition Date.

iii. Debtor shall timely perform and complete all actions necessary and appropriate to protect the Cash Collateral against diminution in value.

4. If, notwithstanding the adequate protection provided by the terms of this Order, any of the UCC Lien Creditors has a claim allowable under 11 U.S.C. § 507(a)(2) arising from the stay of action against property of Debtor under 11 U.S.C. § 362, from the use, sale or lease of such property under 11 U.S.C. § 363, or from the granting of the replacement lien granted herein, then such creditor's claim under 11 U.S.C. § 507(a)(2) shall have priority over every other claim under such subsection as provided by 11 U.S.C. § 507(b).

5. Nothing in this Order shall be construed to (a) prejudice a right of any party in interest (including Debtor) to contest the validity, priority or extent of the liens or security interests of any party in any collateral or in the proceeds thereof, as of, on or after the Petition Date; (b) grant a security interest in the debtor-in-possession or trustee's avoidance powers; (c) convert any pre-petition obligations into post-petition obligations; (d) require payment of any obligations on confirmation of a plan of reorganization; (e) alter, improve, limit or impair the rights, if any, of parties claiming to have rights of reclamation against Debtor, or its assets or (f) enhance the secured position of any creditor as of the Petition Date.

6. Debtor is authorized to execute and deliver to the UCC Lien Creditors such instruments considered by them to be necessary or desirable to perfect the security interests and liens given to them herein, and said parties are authorized to receive, file and record the same.

7. Nothing contained in this Order shall constitute a determination as to the amount, validity or priority of any pre-petition obligation, security interest or lien and all rights or parties in interest to claim that any pre-petition lien or security interest in Debtor's property is unperfected, unenforceable, invalid or voidable, are reserved. Additionally, nothing in this Order shall constitute an admission or acknowledgment by Debtor that any party has a valid or perfected lien in the cash of Debtor now existing or subsequently received, and the references herein to "Cash Collateral" is without prejudice to all rights, defenses and claims of Debtor to contend that any party does not have a perfected lien or security interest in such cash.

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ADDITIONAL PROVISIONS

8. Concurrently with the filing of its financial reports under Bankruptcy Rule 2015, Debtor shall provide the following monthly reports to each of the UCC Lien Creditors that requests such reports: (a) a report detailing its then current inventory; (b) an aging report of its accounts receivable; and (c) a variance report comparing its actual performance to its budgeted performance for the Budget Period ending during the immediately preceding month.

9. The provisions hereof and the effect of any actions taken hereunder shall survive issuance and entry of any order: (a) confirming any plan of reorganization or liquidation; (b) appointing a trustee or examiner for the Debtor; (c) converting Debtor's case to one under Chapter 7 of the Code; or (d) dismissing Debtor's case. The priorities, liens and security interests granted herein shall continue in these or any superseding cases under the Code, and any such liens and security interests shall maintain their priority as provided herein until satisfied and discharged subject to the Code.

10. In the event any or all of the provisions of this Order are hereafter modified, amended or vacated by a subsequent order of this or any other court, no such modification, amendment or vacation shall affect the validity and enforceability of any lien or priority authorized or created hereby. Notwithstanding any such modification, amendment or vacation, any claim granted hereunder arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original provisions of this Order.

11. The final hearing on Debtor's Motion shall be held in Courtroom 1 of the

United States Bankruptcy Court for the District of Oregon, 1001 SW Fifth Avenue, #700, Portland, Oregon 97204, on _____, 2009 at _____, or as soon thereafter as counsel may be heard.

12. A copy of this Order and Notice of the final hearing on Debtor's Motion shall be served within two (2) days of entry of this Order pursuant to FRBP 7004 upon: (a) Debtor's 20 largest unsecured creditors; (b) any known creditors claiming a security interest in or lien on Cash Collateral; (c) the U.S. Trustee; and (d) all persons who have requested notice pursuant to Bankruptcy Rule 2002.

13. Objections, if any, to the relief requested in the motion shall be in writing, shall state the name of the objecting party and the nature of the claim or interest of such party, shall state with particularity the reasons for the objections to the relief requested, and shall be served upon counsel for the Debtor, Vanden Bos & Chapman, LLP, Attn: Robert J Vanden Bos, 319 SW Washington St., Ste. 520, Portland, Oregon 97204, and filed, together with proof of service, with the Court no later than the deadline specified in the Notice (LBF 541) accompanying this Order when served.

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PRESENTED BY:

/s/Robert J Vanden Bos
Robert J Vanden Bos OSB #78100
VANDEN BOS & CHAPMAN, LLP
319 S.W. Washington, Suite 520
Portland, Oregon 97204
Telephone: (503) 241-4869
Fax: (503) 241-3731

Electronic Mail:

U.S. Trustee

First Class Mail:

See Attached List.

Of Attorneys for Debtor-in-Possession

In re Teufel Nursery, Inc.;

Chapter 11 Bankruptcy Case No. 09-34880-elp11
Service List

Electronic Filing:

U.S. Trustee

By First Class Mail:

Teufel Nursery, Inc.
Attn: Larry Teufel
100 SW Miller Rd.
Portland, OR 97225

Wichita Nursery
Attn: Jim Brown
9413 S Heinz Rd
Canby, OR 97013-9348

NL Jacobsen Concrete
Attn: Nick Jacobsen
3700 SW Trail Rd
Tualatin, OR 97062-8799

Pacific Topsoils, Inc.
Attn: Jim McSpadden
805 80th St SW
Everett, WA 98203-6216

American Hydrotech, Inc.
Attn: Nathan Griswold
303 E Ohio St
Chicago, IL 60611-3373

Petrocard
Attn: Keith Ross
PO Box 34243
Seattle, WA 98124-1243

Red Bark, Inc.
Attn: Lupe Jimenes (Owner)
19561 Morrie Dr
Oregon City, OR 97045-7268

Rick Christensen
8354 SW Nimbus Ave Bldg 2
Beaverton, OR 97008-6444

Kaiser Foundation Health
Attn: Callie A. Meier
Plan PO Box 34178
Seattle, WA 98124-1178

Teufel Properties LLC
Attn: Larry Teufel
100 SW Miller Rd
Portland, OR 97225-6130

Jubitz
Attn: John Birrell (CFO)
MSC 45439
PO Box 6989
Portland, OR 97228-6989

Hazenber Dairy
Attn: Cindy
5828 Champoege Rd NE
Saint Paul, OR 97137-9641

H. D. Fowler Co.
Attn: Tammy Jacobsen
PO Box 160
Bellevue, WA 98009-0160

Hochstein Nursery LLC
Attn: Ron Hochstein
38100 SW Gnos Rd
Cornelius, OR 97113-6051

Textron Financial Corporation
Attn: CT Corporation System
3898 State St.
Salem, OR 97301

Willamette Tree Wholesale, Inc.
Attn: Ray Gannon
33366 S Dryland Rd
Molalla, OR 97038-9538

Applied Organics
Attn: Steve Scott
PO Box 339
Carnation, WA 98014-0339

Textron Financial Corp
fka Systran Financial Svcs Corp
4949 SW Meadows Rd #500
Lake Oswego, OR 97035

United Pipe
Attn: Tracy Martin
PO Box 6326
Portland, OR 97228-6326

Utility Vault
Attn: Phillip Bringham
File #72477-020
PO Box 60000
San Francisco, CA 94160-0001

Textron Finance
Jeff Morse
11575 Great Oaks Way
Alpharetta, GA 30022-2473

Red-E-Topsoil
Attn: Vicki Welch
18816 NE 80th St
Redmond, WA 98052-3372

T H Belcher Nursery
Attn: Royce or Corey Belcher
33755 SE Bluff Rd
Boring, OR 97009-9765

Textron Financial Corp
4949 SW Meadows Rd Ste 500
Lake Oswego, OR 97035-3176

Hertz Equipment Rental
Attn: Diane Lee
14501 Hertz Quail Springs Pkwy
Oklahoma City, OK 73134-2628

Textron Financial Corp
Attn: Leo D. Plotkin
LEVY, SMALL & LALLAS
815 Moraga Drive
Los Angeles, CA 90049

TEUFEL NURSERY, INC
31 DAY BUDGET

WEEK	24-28 Jun	29-Jun	6-Jul	13-Jul	20-Jul	Total
CASH REQUIREMENTS						
UTILITIES, RENTS	25,000	10,000	5,000	10,000	5,000	55,000
EFT		48,969	12,242	5,453	4,786	71,450
CREDIT CARDS	10,000	15,000		15,000		40,000
PLANTS	15,000	65,000	65,000	40,000	105,000	290,000
EMPLOYEE BENEFITS			3,500		70,500	74,000
FUEL		35,000	3,700	16,000		54,700
LOAN PAYMENTS	4,749					4,749
BANK/TEXTRON						
SALES TAX						
PAYROLL		406,000	15,000	406,000	15,000	842,000
PAYROLL TAXES		92,000		92,000		184,000
MISC VENDOR	50,037	50,000	25,000	0	50,000	175,037
	104,786	721,969	129,442	584,453	250,286	1,790,936
CASH SOURCES						
BEGINNING BAL	171,000	116,214	270,248	312,056	(19,246)	
RECEIPTS	50,000	876,003	171,250	253,151	618,612	1,969,016
CASH AVAILABLE	221,000	992,217	441,498	565,207	599,366	
ENDING BAL	116,214	270,248	312,056	(19,246)	349,080	

TEUFEL NURSERY, INC
96 DAY BUDGET

WEEK	24-28 Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug
CASH REQUIREMENTS									
UTILITIES, RENTS	25,000	10,000	5,000	10,000	5,000	10,000	5,000	10,000	5,000
EFT	4,749	48,969	12,242	5,453	4,786	2,733	48,969	12,242	5,453
CREDIT CARDS	10,000	15,000		15,000		15,000		15,000	
PLANTS	15,000	65,000	65,000	40,000	105,000	65,000	105,000	65,000	105,000
EMPLOYEE BENEFITS			3,500		70,500		3,500		70,500
FUEL		35,000	3,700	16,000		35,000		16,000	
BANK/TEXTRON									
SALES TAX						58,975			
PAYROLL		406,000	15,000	406,000	15,000	406,000	15,000	406,000	15,000
PAYROLL TAXES		92,000		92,000		132,000	80,000	92,000	
MISC VENDOR	50,037	50,000	25,000	0	50,000	150,000	250,000	100,000	250,000
	104,786	721,969	129,442	584,453	250,286	874,708	507,469	716,242	450,953
CASH SOURCES									
BEGINNING BAL	171,000	116,214	270,248	312,056	(19,246)	349,080	174,885	286,028	188,398
RECEIPTS	50,000	876,003	171,250	253,151	618,612	700,513	618,612	618,612	715,586
CASH AVAILABLE	221,000	992,217	441,498	565,207	599,366	1,049,593	793,497	904,640	903,984
ENDING BAL	116,214	270,248	312,056	(19,246)	349,080	174,885	286,028	188,398	453,031

TEUFEL NURSERY, INC
96 DAY BUDGET

WEEK	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	TOTAL
CASH REQUIREMENTS						
UTILITIES, RENTS	10,000	5,000	10,000	5,000	10,000	125,000
EFT	7,519	48,969	12,242	5,453	7,519	227,298
CREDIT CARDS	15,000		15,000		15,000	115,000
PLANTS	65,000	105,000	65,000	105,000	65,000	1,035,000
EMPLOYEE BENEFITS		3,500		70,500		222,000
FUEL		35,000		16,000		156,700
BANK/TEXTRON						0
SALES TAX	58,000				58,000	174,975
PAYROLL	406,000	15,000	406,000	15,000	406,000	2,932,000
PAYROLL TAXES	92,000		92,000		92,000	764,000
MISC VENDOR	100,000	150,000	200,000	150,000	200,000	1,725,037
	753,519	362,469	800,242	366,953	853,519	7,477,010
CASH SOURCES						
BEGINNING BAL	453,031	415,098	697,326	541,781	877,088	
RECEIPTS	715,586	644,697	644,697	702,260	702,260	8,031,839
CASH AVAILABLE	1,168,617	1,059,795	1,342,023	1,244,041	1,579,348	
ENDING BAL	415,098	697,326	541,781	877,088	725,829	

In re Teufel Nursery, Inc.;
Chapter 11 Bankruptcy Case No. 09-34880-elp11

CERTIFICATE - TRUE COPY

DATE: June 24, 2009

DOCUMENT: MOTION FOR INTERIM ORDER AUTHORIZING USE OF CASH
COLLATERAL OF DEBTOR-IN-POSSESSION AND GRANTING
ADEQUATE PROTECTION AND REQUEST FOR PRELIMINARY
HEARING (**Expedited Hearing Requested**)

I hereby certify that I prepared the foregoing copy of the foregoing named document and have carefully compared the same with the original thereof and it is a correct copy therefrom and of the whole thereof.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing on:

See Attached List

by mailing a copy of the above-named document to each of them in a sealed envelope, addressed to each of them at his or her last known address. Said envelopes were deposited in the Post Office at Portland, Oregon, on the below date, postage prepaid.

The following were served electronically by the Court:

U.S. Trustee

Dated: June 24, 2009

VANDEN BOS & CHAPMAN, LLP

By: /s/Robert J Vanden Bos
Robert J Vanden Bos, OSB #78100
Of Attorneys for Debtor-in-Possession

In re Teufel Nursery, Inc.;

Chapter 11 Bankruptcy Case No. 09-34880-elp11
Service List

Electronic Filing:

U.S. Trustee

By First Class Mail:

Teufel Nursery, Inc.
Attn: Larry Teufel
100 SW Miller Rd.
Portland, OR 97225

Wichita Nursery
Attn: Jim Brown
9413 S Heinz Rd
Canby, OR 97013-9348

NL Jacobsen Concrete
Attn: Nick Jacobsen
3700 SW Trail Rd
Tualatin, OR 97062-8799

Pacific Topsoils, Inc.
Attn: Jim McSpadden
805 80th St SW
Everett, WA 98203-6216

American Hydrotech, Inc.
Attn: Nathan Griswold
303 E Ohio St
Chicago, IL 60611-3373

Petrocard
Attn: Keith Ross
PO Box 34243
Seattle, WA 98124-1243

Red Bark, Inc.
Attn: Lupe Jimenes (Owner)
19561 Morrie Dr
Oregon City, OR 97045-7268

Rick Christensen
8354 SW Nimbus Ave Bldg 2
Beaverton, OR 97008-6444

Kaiser Foundation Health
Attn: Callie A. Meier
Plan PO Box 34178
Seattle, WA 98124-1178

Teufel Properties LLC
Attn: Larry Teufel
100 SW Miller Rd
Portland, OR 97225-6130

Jubitz
Attn: John Birrell (CFO)
MSC 45439
PO Box 6989
Portland, OR 97228-6989

Hazenber Dairy
Attn: Cindy
5828 Champoege Rd NE
Saint Paul, OR 97137-9641

H. D. Fowler Co.
Attn: Tammy Jacobsen
PO Box 160
Bellevue, WA 98009-0160

Hochstein Nursery LLC
Attn: Ron Hochstein
38100 SW Gnos Rd
Cornelius, OR 97113-6051

Textron Financial Corporation
Attn: CT Corporation System
3898 State St.
Salem, OR 97301

Willamette Tree Wholesale, Inc.
Attn: Ray Gannon
33366 S Dryland Rd
Molalla, OR 97038-9538

Applied Organics
Attn: Steve Scott
PO Box 339
Carnation, WA 98014-0339

Textron Financial Corp
fka Systran Financial Svcs Corp
4949 SW Meadows Rd #500
Lake Oswego, OR 97035

United Pipe
Attn: Tracy Martin
PO Box 6326
Portland, OR 97228-6326

Utility Vault
Attn: Phillip Bringham
File #72477-020
PO Box 60000
San Francisco, CA 94160-0001

Textron Finance
Jeff Morse
11575 Great Oaks Way
Alpharetta, GA 30022-2473

Red-E-Topsoil
Attn: Vicki Welch
18816 NE 80th St
Redmond, WA 98052-3372

T H Belcher Nursery
Attn: Royce or Corey Belcher
33755 SE Bluff Rd
Boring, OR 97009-9765

Textron Financial Corp
4949 SW Meadows Rd Ste 500
Lake Oswego, OR 97035-3176

Hertz Equipment Rental
Attn: Diane Lee
14501 Hertz Quail Springs Pkwy
Oklahoma City, OK 73134-2628

Textron Financial Corp
Attn: Leo D. Plotkin
LEVY, SMALL & LALLAS
815 Moraga Drive
Los Angeles, CA 90049